



James B. Wright
Senior Attorney

1411 Capital Boulevard
Wake Forest, North Carolina 27587-5900
Telephone: 919-554-7587
Fax: 919-554-7913

January 18, 2001

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Docket No. 00-00691; Sprint Communications Company L.P.
Arbitration Petition with BellSouth Telecommunications, Inc.
Sprint's Rebuttal Testimony

Dear Mr. Waddell:

Pursuant to the November 9, 2000 Notice of Revised Procedural Schedule issued in this case, enclosed for filing on behalf of Sprint Communications Company L.P. are the original and thirteen copies of the prefiled rebuttal testimony of Witnesses Melissa L. Closz, Mark G. Felton and Angela Oliver.

Copies of the enclosed are being provided to counsel for BellSouth. Please contact me if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "James B. Wright".

James B. Wright

JBW:sm

Enclosures

cc: Guy Hicks (with enclosures)

E. Earl Edenfield, Jr. (with enclosures)

William R. Atkinson (with enclosures)

SPRINT COMMUNICATIONS COMPANY L.P.

REBUTTAL TESTIMONY

OF

MELISSA L. CLOSZ

BEFORE THE

TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 00-00691

JANUARY 18, 2001

1

2 **Q. Please state your name and business address.**

3

4 A. My name is Melissa L. Closz. My business address is 7650 Courtney Campbell
5 Causeway, Suite 1100, Tampa, Florida.

6

7 **Q. By whom are you employed and in what capacity?**

8

9 A. I am employed by Sprint as Director-Local Market Development.

10

11 **Q. Are you the same Melissa L. Closz that filed Direct Testimony in this docket?**

12

13 A. Yes, I am.

14

15 **Q. What is the purpose of your testimony?**

16

17 A. The purpose of my testimony is to provide rebuttal to BellSouth witnesses W. Keith

18 Milner , David A. Coon and John A. Ruscilli for issues that I addressed in my Direct

19 Testimony. Those issues are: Issue 8- Point of Interconnection; Issue 13-

20 Provisioning intervals for physical collocation; Issue 14- Construction and

21 provisioning interval (building permits); Issue 16- Priority of space assignment for

22 “space exhausted” Central Offices; Issue 17- Demarcation point; Issue 18- Additions

23 and augmentations; Issue 20- Transition from virtual collocation to physical

24 collocation; Issue 21- Payment in advance for make-ready work performed by

1 BellSouth; Issue 22- Benchmark based on affiliate performance; Issue 23-
2 Disaggregation of measurement data; Issue 24- Audits; Issue 25- Availability and
3 effective date of BellSouth's VSEEM III remedies proposal; Issue 26- Application of
4 statistical methodology to Service Quality Measurements ("SQM") document; Issue
5 45- Proposed language for space reservation; and Issue 47- Denial of application-
6 BellSouth's provision of full-sized, detailed engineering floor plans and engineering
7 forecasts.

8

9 **Issue 8: Should BellSouth be able to designate the network Point of Interconnection**
10 **("POI") for delivery of BellSouth-originated local traffic?**

11

12 **Q. On page 19-20 of his Direct Testimony, Mr. Ruscilli attempts to explain an**
13 **interconnection proposal developed by BellSouth which it calls the "Virtual**
14 **Point of Interconnection" architecture, and he describes this as "...the nature of**
15 **the dispute between the parties on this issue." Does Sprint agree with this**
16 **characterization of the issue?**

17

18 A. No. Mr. Ruscilli has entirely reframed this issue to divert attention from the key
19 question that has been presented to the TRA for arbitration.

20

21 **Q. What is the issue for which Sprint seeks arbitration by the TRA?**

22

1 A. As stated in my direct testimony, page 11, lines 11-12, "The issue is whether
2 BellSouth should be able to determine the network Point of Interconnection ("POI")
3 for delivery of its originated local traffic."
4

5 **Q. Does Mr. Ruscilli's Direct Testimony address Issue 8, which is whether**
6 **BellSouth should be able to designate the network Point of Interconnection**
7 **('POI') for delivery of its local traffic?**
8

9 A. No, it does not. The only reference to the establishment by BellSouth of a network
10 POI is on page 32, lines 19-20, where he states, "The VPOI is the Point of
11 Interconnection specified by BellSouth for delivery of BellSouth originated traffic to
12 Sprint." The statement simply asserts that BellSouth will make such a POI
13 designation but does not address whether BellSouth has the right to do so.
14

15 **Q. What is Sprint's position on this issue?**
16

17 A. As stated in my Direct Testimony, page 11, lines 17-20, Sprint, as a Competitive
18 Local Exchange Carrier ("CLEC"), has the right to designate the Point of
19 Interconnection ("POI") for both the receipt and delivery of local traffic at any
20 technically feasible location within BellSouth's network. This includes the right to
21 designate the POI in connection with traffic originating on BellSouth's network.
22

23 **Q. On page 31, Mr. Ruscilli quotes paragraph 209 of the Local Competition Order**
24 **(CC Docket No. 96-98, issued August 8, 1996) which references that competing**
25 **carriers may select the points in an incumbent LEC's network at which they**

1 **wish to deliver traffic. Does this paragraph indicate that BellSouth may**
2 **designate POIs for its originated traffic?**

3
4 A. No. Paragraph 209 states:

5
6 We conclude that we should identify a minimum list of
7 technically feasible points of interconnection that are critical to
8 facilitating entry by competing local service providers. Section
9 251 (c) (2) gives competing carriers the right to deliver traffic
10 terminating on an incumbent LEC's network at any technically
11 feasible point on that network, rather than obligating such carriers
12 to transport traffic to less convenient or efficient interconnection
13 points. Section 251 (c) (2) lowers barriers to competitive entry for
14 carriers that have not deployed ubiquitous networks by permitting
15 them to select the points in an incumbent LEC's network at which
16 they wish to deliver traffic. Moreover, because competing carriers
17 must usually compensate incumbent LECs for the additional costs
18 incurred by providing interconnection, competitors have an
19 incentive to make economically efficient decisions about where to
20 interconnect.

21
22 Clearly, there is no statement in this paragraph that the ILEC may designate POIs
23 for its originated traffic. Paragraph 209 does, however, discuss the importance of
24 allowing new entrants to deliver traffic to the incumbent at any technically
25 feasible point on the ILEC's network such that network efficiency and cost
26 considerations may be honored and barriers to competitive entry may remain low.

27
28 **Q. Are there other portions of the Local Competition Order that directly address**
29 **new entrants' ability to designate POIs?**

30
31 A. Yes. As stated in my Direct Testimony, pages 12-13, the Local Competition Order,
32 paragraphs 172 and 220, n.464 state:

1
2 ...The interconnection obligation of section 251 (c) (2) allows
3 competing carriers to choose the most efficient points at which to
4 *exchange* (emphasis added) traffic with incumbent LECs, thereby
5 lowering the competing carriers' cost of, among other things,
6 transport and termination of traffic.
7

8 ...Of course, requesting carriers have the right to select points of
9 interconnection at which to *exchange* (emphasis added) traffic
10 with an incumbent LEC under Section 251 (c) (2).
11

12 As I stated in my Direct Testimony, Congress and the FCC intended to give CLECs
13 the flexibility to designate the POI for the receipt and delivery of local traffic in order
14 that the CLEC may minimize entry costs and achieve the most efficient network
15 design.
16

17 **Q. Did the FCC in its Local Competition Order extend “the right to select points of**
18 **interconnection at which to exchange traffic...” to incumbent LECs?**
19

20 A. No, it did not.
21

22 **Q. It appears from BellSouth's position that BellSouth disagrees with Congress and**
23 **the FCC regarding their determination that competing carriers may choose**
24 **point(s) of interconnection for the exchange of traffic with incumbent LECs.**
25 **Is an arbitration proceeding the proper forum to attempt to change Congress**
26 **and the FCC's directives?**
27

28 A. No, it is not. If BellSouth wishes to disagree with and/or change this determination,
29 the proper venue would be to petition those bodies for change or reconsideration.
30

1 **Q. Mr. Ruscilli focuses specifically on the issue of BellSouth network costs in much**
2 **of his testimony. Did Congress and the FCC take cost considerations into**
3 **account when the interconnection obligations and rights of ILECs and**
4 **CLECs were determined?**

5
6 A. Given the multiple references in the Local Competition Order to cost considerations
7 with respect to interconnection for new entrants, it seems eminently clear that
8 such factors were of importance to the establishment of ILEC and CLEC
9 interconnection rights and obligations.

10

11 **Q. If BellSouth were allowed to designate POIs for delivery of its originated traffic,**
12 **what would the network design and cost impacts be to Sprint?**

13

14 A. Designation by BellSouth of POIs for BellSouth-originated traffic would effectively
15 strip Sprint of its ability to control the design and cost of its network. Although
16 BellSouth's testimony emphasizes BellSouth cost considerations, far more
17 significant impacts fall upon Sprint since Sprint would be required to alter its
18 network design and to pay for the transport of BellSouth-originated traffic to
19 Sprint's network. In essence, Sprint would bear the cost of leasing or building
20 facilities to BellSouth-designated POIs, or paying for such transport on a minute-
21 of- use basis, in order to "pick up" BellSouth-originated traffic. This flies in the
22 face of the FCC's intent that new entrants be able to minimize market entry costs
23 associated with deployment of their networks.

24

25 **Q. Are there other network design impacts associated with BellSouth's desire to**

1 **designate POIs for its originated traffic?**

2
3 A. Yes. As an example, let's assume that Sprint has determined that it wants to use
4 2-way trunking to enter a particular market because this will be the most efficient
5 and cost-effective network design. For this two-way trunking, BellSouth's
6 position is that the POI must be at a "mutually agreed-upon" location. From a
7 practical standpoint, this means that BellSouth selects the POI, since BellSouth's
8 position is that if the parties can't "mutually agree" on the POI, then the network
9 design defaults to the provision of one-way trunking by each party and the
10 associated selection by each party of the POI(s) for the delivery of originated
11 traffic.

12
13 Although this topic of use and utilization of 2-way trunks is discussed more fully
14 by Sprint witness Angela Oliver in conjunction with her testimony on Issue 43, it
15 is inextricably linked to the Commission's consideration of POIs. The reason
16 this is the case is that granting BellSouth the ability to designate POIs, as
17 demonstrated in the example above, will give BellSouth the ability to dictate
18 Sprint's interconnection network design and the network design options
19 ultimately available to Sprint. In turn, Sprint's ability to cost-effectively deploy
20 its network will be correspondingly impacted.

21
22 Simply put, CLECs must have the ability to select POIs for the exchange of traffic
23 in order to control their network designs and costs.

24
25 **Q. Mr. Ruscilli devotes a great deal of his testimony to BellSouth's desire to**

1 **establish what BellSouth calls “Virtual Points of Interconnection” (“VPOIs”)**
2 **in various local calling areas. Has BellSouth made any commitments with**
3 **respect to the establishment of POIs or VPOIs for delivery of its originated**
4 **traffic within the local calling areas where Sprint has established a POI or**
5 **located a switch?**

6
7 A. No, and this is where BellSouth’s true intentions with respect to the designation of
8 POIs become crystal clear. BellSouth wants the right to require Sprint to build or
9 lease facilities to pick up BellSouth’s originated traffic regardless of where that
10 traffic originates. That means that even within the local calling area(s) where
11 Sprint has established POIs or located a switch, BellSouth may choose to
12 designate a POI or POIs for delivery of its originated traffic at any or all of its
13 tandems or its end offices. BellSouth may claim that it would not establish POIs
14 at all of these locations, but the right to do so is exactly what BellSouth is asking
15 this Commission to endorse.

16
17 At the heart of BellSouth’s position is the financial optimization of BellSouth’s
18 own network without regard for the resulting cost impacts on CLECs. This
19 simply flies in the face of the Act and the FCC’s Orders which seek to embrace
20 and enable the rights of competitors to minimize the network costs associated
21 with market entry.

22
23 The designation of POIs by BellSouth will without question add cost to Sprint’s
24 network deployment by forcing Sprint to build or lease facilities from Sprint’s
25 switch location to POIs designated by BellSouth, or to pay to transport such

1 BellSouth-originated calls to Sprint on a minute of use basis.
2

3 **Q. What action does Sprint request that the TRA take on this issue?**
4

5 A. Sprint requests that the TRA adopt Sprint's position that Sprint has the right to
6 designate the Point of Interconnection for both the receipt and delivery of local
7 traffic with BellSouth at any technically feasible location within BellSouth's
8 network. In addition, Sprint requests that the TRA reject BellSouth's proposed
9 Virtual Point of Interconnection plan.
10

11 **Issue 13: What are the appropriate provisioning intervals for physical collocation?**
12

13 **Q. In your Direct Testimony, you noted that this issue had been resolved.**

14 **BellSouth's Keith Milner has filed Direct Testimony contrary to this position.**

15 **What is Sprint's response?**
16

17 A. Sprint is stunned by BellSouth's new proposal for provisioning intervals for physical
18 collocation. This is a brand new proposal that to this day has not been presented to
19 Sprint for negotiation by BellSouth's contract team. It appears that BellSouth wants
20 to conduct its negotiation on this issue through testimony submitted to the TRA
21 instead of through discussions between Sprint and BellSouth. It is entirely
22 inappropriate for BellSouth to ask the TRA to arbitrate an issue that has never been
23 negotiated by the parties.
24

1 Moreover, BellSouth had proposed contract language for collocation provisioning
2 intervals in Tennessee to Sprint and Sprint believed that the parties had reached
3 agreement on this issue. Moreover, BellSouth's new proposal centers around the
4 requirement for CLECs such as Sprint to submit collocation forecasts to BellSouth.
5 Such a requirement has NEVER been presented by BellSouth to Sprint in
6 interconnection negotiations and therefore represents a new issue that was not raised
7 in the petition for arbitration filed with this Commission or in the Joint Positions
8 Matrix of Sprint and BellSouth that was filed with the Commission on November 17,
9 2000. CLEC forecasting, therefore, is outside the scope of the issues identified in this
10 proceeding and should not be considered.

11
12 Sprint respectfully requests that the TRA reject BellSouth's proposal outright and to
13 adopt the language previously proposed by BellSouth and agreed to by the parties.

14 That language is as follows:

15
16 "BellSouth will complete construction for collocation arrangements within a
17 maximum of 90 calendar days from receipt of an Application or as agreed to by the
18 Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an
19 alternative provisioning interval with Sprint or seek a waiver from this interval from
20 the Commission. Examples of extraordinary conditions include, but are not limited
21 to, extended license or permitting intervals; major BellSouth equipment
22 rearrangement or addition; power plant addition or upgrade; major mechanical
23 addition or upgrade; major upgrade for ADA compliance; environmental hazard or

1 hazardous materials abatement; and arrangements for which equipment shipping
2 intervals are extraordinary in length.”
3

4 **Q. Is the language above that Sprint believed had been agreed upon exactly**
5 **consistent with the positions that Sprint has advocated for physical collocation**
6 **provisioning intervals in other jurisdictions?**
7

8 A. No. The language proposed by BellSouth represented a compromise for Sprint but
9 one that would allow the parties to reach closure on this issue. However, Sprint
10 continues to be willing to adopt the language shown above since it is consistent with
11 the FCC’s August 10, 2000 Order. That Order states, in paragraph 27, “We also
12 conclude that an incumbent LEC should be able to complete any technically feasible
13 physical collocation arrangement, whether caged or cageless, no later than 90
14 calendar days after receiving an acceptable collocation application, whether caged or
15 cageless, no later than 90 calendar days after receiving an acceptable collocation
16 application, where space, whether conditioned or unconditioned, is available in the
17 incumbent LEC premises and the state commission does not set a different interval or
18 the incumbent and requesting carrier have not agreed to a different interval.”
19

20 **Q. Should the TRA consider BellSouth’s new proposal for physical collocation**
21 **provisioning intervals?**
22

1 A. No. Although the FCC noted in its Order on Reconsideration, FCC 00-297, “a state
2 may establish different provisioning intervals, either shorter or longer than the
3 national default standard, based on the facts *before that state*” (emphasis added),
4 BellSouth’s proposal to arbitrarily adopt a standard ordered by the New York Public
5 Service Commission is entirely inconsistent with the intentions of the FCC. Certainly
6 BellSouth is aware that circumstances surrounding collocation in New York could
7 differ vastly from circumstances surrounding collocation in Tennessee, yet BellSouth
8 has provided no evidence to the TRA as to why these intervals are appropriate for the
9 advancement of competition in Tennessee. Therefore, BellSouth’s proposal to extend
10 the provisioning interval to at least 116 calendar days based on facts in the state of
11 New York should be rejected outright. Moreover, BellSouth’s inclusion of forecasting
12 requirements in its testimony is entirely inappropriate. As stated previously, CLEC
13 collocation forecasting has never been presented to Sprint for negotiation in any
14 context, and particularly not in connection with the completion timeframes for
15 collocation provisioning. BellSouth’s proposal extends, in all circumstances, physical
16 collocation provisioning intervals beyond its own previously proposed commitments
17 and beyond the guidelines established by the FCC. This means that it will take
18 CLECs longer to deploy their network infrastructure and therefore it will take longer
19 for CLECs to begin to market competitive services to Tennessee consumers.
20 BellSouth’s proposal is clearly anti-competitive and should be rejected by this
21 Commission.

22

1 **Q. On page 16, lines 2-4 of Mr. Milner's direct testimony, BellSouth indicates that**
2 **the FCC "went on to expressly endorse the intervals ordered by the New York**
3 **Commission for Verizon". Is this Sprint's understanding as well?**
4

5 A. No. The FCC, in paragraph 17 of its Memorandum Opinion and Order, released
6 November 7, 2000, in CC Docket No.98-147 (DA 00-2538), noted that the New York
7 Commission-ordered provisioning intervals "meet the criterion for an interim waiver
8 of the national standards". Consistent with the collocation reconsideration order and
9 my testimony above, the FCC goes on to state that where a state commission has
10 specified provisioning intervals for an ILEC different than the standard 90 days, that
11 those intervals should apply. BellSouth's interpretation that the FCC expressly
12 endorsed the New York intervals is erroneous. The FCC simply said that the
13 intervals were acceptable given the facts in New York. As stated before, the facts in
14 New York may very well be different from those relevant to Tennessee.
15 Accordingly, it is inappropriate for BellSouth to suggest that New York-specific
16 standards be imposed upon Tennessee.

17
18 **Q. BellSouth has also indicated on page 16, lines 21-22 of Mr. Milner's direct**
19 **testimony that BellSouth is seeking the "authority to apply the New York**
20 **ordered intervals" from the FCC. What impact does that have on this issue?**
21

22 A. It is unclear exactly what BellSouth is asking for. It appears that BellSouth is
23 attempting to subvert the process put in place by the FCC for the Authority to review

1 the specific facts in Tennessee to determine if intervals other than the FCC-ordered
2 90 calendar days is appropriate. At any rate, Sprint urges the Authority to hold
3 BellSouth to its original position, agreed to by Sprint, and reject this apparent attempt
4 to undermine the authority of the TRA.

5
6 **Issue 14: Is it appropriate for BellSouth to exclude from its physical caged**
7 **collocation interval the time interval required to secure the necessary building**
8 **licenses and permits?**

9
10 **Q. Your Direct Testimony on this issue stated that this issue has been settled. Has**
11 **this position changed?**

12
13 A. No. The issue that was identified for consideration by the TRA was whether the
14 collocation provisioning “clock” would be stopped at the time that BellSouth applied
15 for necessary building licenses and permits and then re-started when these licenses
16 and permits were received. Sprint’s review of Mr. Milner’s Direct Testimony on this
17 issue, page 17, BellSouth appears to confirm that the collocation provisioning clock
18 would not be stopped and re-started regardless of the collocation interval plan.
19 Accordingly, Sprint believes that this issue has been settled and that BellSouth has
20 agreed that it will not exclude permitting time from its calculation of the time
21 intervals within which it provisions physical collocation. Sprint reserves the right to
22 file further testimony on this issue should this prove to be incorrect.

1 **Issue 17: Collocation**

2 **(a) Who should designate the point of demarcation?**

3

4 **Q. BellSouth states, on page 18 of Mr. Milner's Direct Testimony, "...BellSouth**
5 **believes that BellSouth has the right to designate the point of demarcation."**
6 **Does Sprint agree?**

7

8 **A. No. As stated on page 17 of my Direct Testimony, Sprint should have the ability to**
9 **designate the point of demarcation.**

10

11 **Q. In support of BellSouth's position, Mr. Milner, on page 18-19 of his Direct**
12 **Testimony, references a District of Columbia Circuit Court of Appeals decision**
13 **regarding "which party (that is, the ILEC or the CLEC) has the right to**
14 **designate where collocation occurs in the ILEC's premises." Does that decision**
15 **also provide specifically that the ILEC should also have the right to designate**
16 **the point of demarcation for the collocation arrangement?**

17

18 **A. No, it does not.**

19

20 **Q. On page 19, Mr. Milner infers that Sprint, in selecting a demarcation point,**
21 **would act in its own best interests "...without any regard to the effect on**
22 **BellSouth or the future availability of space to other CLECs." How does Sprint**
23 **respond?**

24

1 A. As stated in my Direct Testimony, Sprint's desired demarcation point is a point that is
2 in or adjacent to Sprint's collocation space. Sprint has no idea how or why BellSouth
3 thinks that this might have an effect on BellSouth or "...the future availability of
4 space to other CLECs." A demarcation point that is in or adjacent to Sprint's
5 collocation space would be efficient for both parties in that it would concentrate
6 provisioning and maintenance activities for the connections between Sprint and
7 BellSouth at the Sprint collocation site. BellSouth has not presented any testimony to
8 explain why this would somehow affect BellSouth or impact space availability for
9 other CLECs.

10
11 **Q. Why is it appropriate for Sprint to designate the demarcation point?**

12
13 A. As stated in my Direct Testimony, page 18, the location of the demarcation point will
14 determine how much cost Sprint has to assume in order to connect its facilities to
15 BellSouth's network. Because BellSouth wants to have the ability to designate a
16 demarcation point wherever it chooses, its proposal grants wide discretion to
17 BellSouth to arbitrarily increase Sprint's costs by selecting a demarcation point at a
18 location that is distant from Sprint's collocation space. Moreover, BellSouth's
19 proposal to locate the demarcation point at its Conventional Distributing Frame
20 ("CDF") would require Sprint to bear the cost of connecting facilities that are located
21 in BellSouth common space. That common space is BellSouth's sole responsibility.
22 Sprint has no control over that space, and in fact, is required to coordinate with
23 BellSouth on any work activities that Sprint or its agent must conduct in that common

1 space. Such coordination increases the administrative burden on Sprint and
2 BellSouth and correspondingly increases costs. Quite simply, it is inappropriate for
3 BellSouth to require Sprint to bear cost and operating responsibility for connecting
4 facilities that are in space for which Sprint has no responsibility or control. Yet, that
5 is what BellSouth's demarcation point selection and location would require.

6
7 **Q. Is the issue of who selects the demarcation point related to the issue of where the**
8 **demarcation point is located?**

9
10 A. Yes. As stated in my Direct Testimony, pages 18-19, the concern regarding "who"
11 chooses the demarcation point is really a matter of preventing BellSouth from
12 arbitrarily increasing Sprint's costs in the event that BellSouth would select a
13 demarcation point that is distant from the collocation space. If the parties agreed that
14 the demarcation point would be in or adjacent to the collocation space, the concern
15 regarding who chooses the demarcation point would no longer be relevant.

16
17 **(b) Where is the appropriate point of demarcation between Sprint's network and**
18 **BellSouth's network?**

19
20 **Q. On page 20 of Mr. Milner's testimony, he states, "For 2-wire and 4-wire**
21 **connections to BellSouth's network, the demarcation point should be a common**
22 **block on the BellSouth designated CDF... For all other terminations, BellSouth**

1 **shall designate a demarcation point on a per arrangement basis.” Does Sprint**
2 **agree?**

3
4 A. No. As stated in my Direct Testimony, page 19, lines 10-11, the appropriate
5 demarcation point is in or adjacent to Sprint’s collocation space.

6
7 **Q. Why does Sprint believe that it is inappropriate to designate the CDF as the**
8 **demarcation point?**

9
10 A. Designating the demarcation point at the CDF means that the demarcation point is at
11 an intermediate frame that is located at a distance from the collocation site. Because
12 of this, Sprint is required to bear the expense of cabling from the collocation site to
13 the distant CDF. This cabling is located outside of Sprint’s collocation space in
14 BellSouth’s common area. BellSouth has responsibility for maintaining and
15 controlling its common space and it is inappropriate to require Sprint to extend its
16 network beyond the collocation space over which it has direct control. Moreover,
17 additional work activities and coordination between Sprint and BellSouth technicians
18 would be required when provisioning and maintaining services because the work
19 between the collocation site and the CDF would be in BellSouth’s common space.
20 As such, placement of the demarcation point at the CDF would require Sprint to pay
21 for and coordinate the activities of BellSouth certified contractors for work that is in
22 BellSouth’s common area.

23

1 **Q. Please describe how provisioning and maintenance activities are different if the**
2 **demarcation point is identified as the Sprint collocation site.**

3
4 A. When Sprint's collocation site is identified as the demarcation point, Sprint's
5 provisioning and maintenance activities are appropriately focused at the collocation
6 site. The collocation site serves as the point at which Sprint's and BellSouth's
7 facilities meet. It is also the point for which maintenance and provisioning
8 responsibilities are split with each party assuming accountability on its side of the
9 demarcation point. Sprint is not required in this scenario to pay for and maintain
10 cabling that is in BellSouth's common area. Locating the demarcation point at the
11 collocation site provides a cost-effective and operationally efficient facilities
12 connection for both Sprint and BellSouth with each party assuming maintenance and
13 provisioning responsibility for facilities located within the space that they control.

14
15 **(c) Is a Point of Termination ("POT") bay an appropriate point of demarcation?**

16
17 **Q. Mr. Milner's testimony, on page 20, lines 22-24, states, "Sprint may choose to**
18 **use a Sprint provided POT bay within its collocation space as an intermediary**
19 **device but it should not serve as the demarcation point." Does Sprint agree?**

20
21 A. No. As stated in my Direct Testimony, page 20, lines 10-12, Although a POT bay or
22 frame should not be required in order for Sprint to interconnect with BellSouth, Sprint
23 should have the ability to designate the POT bay or frame as the demarcation point if

1 it so chooses.

2

3 **Q. Does BellSouth's testimony provide any rationale as to why the POT bay should**
4 **not serve as a demarcation point?**

5

6 A. No, it does not.

7

8 **Q. Why does Sprint believe that it should have the right to use a POT bay as a point**
9 **of demarcation?**

10

11 A. A POT bay is a piece of connecting equipment that functions to provide clear and
12 definitive connecting points for both Sprint and BellSouth facilities. In some
13 scenarios, collocation planning engineers may determine that a POT bay would make
14 identification of facilities easier thus further simplifying required maintenance
15 activities. A POT bay also minimizes the amount of provisioning and maintenance
16 coordination that is required between Sprint and BellSouth because Sprint can
17 perform work on its side of the POT bay and BellSouth can perform work on its side
18 of the POT bay. The need to validate connection points and cabling is minimized
19 since each party takes responsibility for its own facilities.

20

21 As stated in my Direct Testimony, while the FCC's Advanced Services Order in CC
22 Docket 98-147 prohibits ILECs from requiring intermediate points of interconnection
23 such as POT bays, CLECs are not prohibited from choosing to use them. Sprint

1

2 A. This rationale does not hold up because Sprint has proposed different intervals for
3 different types of additions and augmentations. Sprint's proposal recognizes the fact
4 that there are indeed different amounts of time and effort required to complete
5 different types of additions and augmentations.

6

7 **Q. Mr. Milner further argues that because central offices are different, that too is**
8 **a reason why BellSouth should not have to commit to specific timeframes for**
9 **completion of additions and augmentations. Please respond.**

10

11 A. If the fact that central offices are different was a legitimate reason not to commit to
12 provisioning intervals, it would logically follow that there should not be interval
13 commitments for collocation provisioning of any kind. Clearly, collocation
14 provisioning interval commitments can be made and in fact have recently been
15 ordered by the FCC. The fact that there may be differences in central offices is not a
16 legitimate reason to avoid establishing intervals for additions and augmentations
17 altogether.

18

19 **Q. Has BellSouth communicated to Sprint any concerns regarding the intervals**
20 **Sprint has proposed?**

21

22 A. No. BellSouth, during the course of negotiations, has simply stated that it is not ready
23 to commit to intervals for additions and augmentations.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Q. Does Sprint’s ILEC operation support the provisioning intervals for additions and augmentations that Sprint has proposed?

A. Yes. In fact, this issue has been discussed extensively between Sprint’s ILEC operation and new entrants in the context of the North Carolina Public Utilities’ Commission generic collocation proceeding. The intervals that Sprint has proposed to BellSouth are identical to those that Sprint has supported in its testimony in the North Carolina proceeding.

Q. Why is it important to establish intervals for additions and augmentations?

A. It is critical for CLECs and ILECs to establish clear expectations with respect to the terms and conditions under which they will do business. Intervals for additions and augmentations provide greater specificity with respect to the parties’ mutual expectations for these provisioning activities.

Additions and augmentations typically entail changes to the collocation arrangement that will enable additional customers to be served. Given the rapid growth rate of advanced services, the timeframe to accomplish additions and augmentations will in many cases directly affect when an end user can receive service. BellSouth should commit to the intervals proposed by Sprint so that Sprint can have greater certainty in its collocation provisioning activities and can correspondingly convey realistic and

1 achievable installation timeframes to its customers.

2

3 **Issue 20: Under what conditions should Sprint be permitted to convert in place**
4 **when transitioning from a virtual collocation arrangement to a cageless physical**
5 **collocation arrangement?**

6

7 **Q. On pages 23-24 of Mr. Milner's Direct Testimony, he lists a number of**
8 **conditions that BellSouth considers when considering whether to "authorize" a**
9 **conversion of a virtual collocation arrangement to a physical collocation**
10 **arrangement. What is Sprint's perspective on these conditions?**

11

12 A. The totality of the conditions listed give BellSouth the opportunity to refuse any and
13 all requests for conversion of virtual collocation space to physical collocation.
14 Because the goals of the Act and the FCC's Orders are to maximize the collocation
15 options available to CLECs, it is inappropriate to apply BellSouth's list of conditions
16 to virtual collocation conversions where no changes are requested.

17

18 **Q. Does Sprint object to BellSouth applying its conditions to new collocation**
19 **arrangements?**

20

21 A. No.

22

23 **Q. Why does Sprint object to applying BellSouth's conditions to existing**

1 **collocation arrangements?**

2

3 A. The “conditions” listed by BellSouth deal with factors that BellSouth should have
4 taken into consideration at the time that the virtual collocation arrangement was
5 provisioned. For example, as described in BellSouth’s condition #5, if the virtual
6 collocation arrangement presented a safety hazard, BellSouth certainly would not
7 have allowed the arrangement to begin with. Allowing BellSouth to reconsider its
8 previous determinations serves only to provide a reason not to allow a conversion in
9 place. The only conditions which BellSouth could not have previously considered
10 are BellSouth’s condition #2 in which BellSouth considers whether the arrangement
11 is located in an area reserved for future growth, and condition #4 which requires that
12 the parties have an appropriate physical collocation agreement. It makes no sense to
13 use condition #2 dealing with location of the arrangement in an area reserved for
14 future growth as a reason to relocate the virtual collocation arrangement since one
15 must assume that BellSouth could continue to function effectively if the “virtual”
16 arrangement was not converted to “physical”. Surely BellSouth is not suggesting that
17 at some point it would arbitrarily require that the virtual collocation arrangement be
18 moved if no changes were made.

19

20 **Q. Specifically, what is Sprint requesting with respect to conversion of virtual to**
21 **physical collocation conversions?**

22

23 A. Sprint requests that the Commission require BellSouth to permit conversions in place

1 when transitioning virtual collocation arrangements to cageless physical collocation
2 arrangements when no changes are requested. BellSouth should only be allowed to
3 charge a reduced application fee for the conversion reflecting only the work directly
4 involved in reviewing the conversion request. An exception to the provision
5 permitting virtual to cageless physical conversions would apply when the equipment
6 for which conversion is requested is less than a full bay. In this scenario and where
7 there is any vertical commingling of equipment either with BellSouth or another
8 CLEC, relocation may be required.

9
10 **Issue 21: Should Sprint be required to pay the entire cost of make-ready work prior**
11 **to BellSouth's satisfactory completion of the work?**

12
13 **Q. On p. 25 of Mr. Milner's Direct Testimony, lines 8-11, he states, "Sprint should**
14 **be required to pay in advance for any such work Sprint requests BellSouth to**
15 **perform as do other CLECs that have signed BellSouth's standard License**
16 **Agreement for Rights of Way (ROW), Conduits, and Pole Attachments." Does**
17 **Sprint agree?**

18
19 **A. No. Mr. Milner's statement confirms my Direct Testimony, page 30, lines 4-6,**
20 **where I note, "...BellSouth requires this payment method because this is the way**
21 **they have traditionally handled such payments and it is what BellSouth has required**
22 **other requesting carriers to do."**

23

1 **Q. Does it make sense that Sprint should be required to adopt BellSouth's policy**
2 **requiring 100% of make-ready charges to be paid in advance simply because**
3 **that is what they have required other carriers to do?**

4
5 A. No. This position is illogical. Surely BellSouth is not suggesting that all
6 interconnection arrangements with requesting carriers must be uniform. If such
7 were true, then negotiated local interconnection Agreements would be largely
8 unnecessary, and there would be no reason whatsoever for the "Most Favored
9 Nations" provision in Section 252(i) of the Act since each carrier would have the
10 same, identical arrangements with BellSouth. Of course, the more reasonable view
11 is that parties have every right to negotiate rates, terms and conditions for access to
12 poles, ducts, conduits and rights-of-way which differ (or which do not differ) from
13 the rates, terms and conditions negotiated by other parties. It is simply not
14 constructive to suggest that Sprint should "fall in line" with what other carriers have
15 agreed to, for such reasoning would eliminate the need for the negotiated
16 agreement, which is a cornerstone of the Act.

17
18 **Q. On p. 26, lines 2-4, Mr. Milner states, "Sprint, and other CLECs, have effective**
19 **means of recourse should they believe a work request was not completed in a**
20 **satisfactory manner." Does Sprint agree?**

21
22 A. No. As stated on page 29-30 of my Direct Testimony, requiring payment in advance
23 for make-ready work will mean that Sprint will have to accept the work completed by

1 BellSouth without financial recourse. If such work is unsatisfactory, personal appeals
2 and escalations to BellSouth management will be the only available course of action
3 to remedy the situation. Such escalations are time and resource intensive. In
4 contrast, making final payments upon work completion provides an appropriate
5 incentive to ensure that the work is completed in a timely and satisfactory manner.

6
7 **Q. On p. 25 of Mr. Milner's Direct Testimony, he suggests that adoption of Sprint's**
8 **proposal would translate to problems with other CLECs due to 252 (I) adoptions**
9 **of Sprint's agreement. Is that an appropriate reason to deny Sprint's proposal?**

10
11 A. No. If BellSouth has concerns regarding the ability of other CLECs to make payments
12 or their payment histories, Sprint would be more than willing to adopt language to
13 insure that creditworthiness is a factor in whether an CLEC could take advantage of a
14 provision which allowed for up front/upon completion payments. It is simply
15 inappropriate to deny Sprint's requests based upon BellSouth's concerns about other
16 CLECs.

17
18 **Q. Mr. Milner also states on p. 25, line 12, "BellSouth should not be required to**
19 **finance Sprint's business plan." Is that what Sprint is asking BellSouth to do?**

20
21 A. No, absolutely not. Surely BellSouth is not suggesting that it pays all of its employees
22 or contractors in advance for make-ready work. To do so, particularly for contractors,
23 would be to deny BellSouth of its primary recourse - to withhold payment - should

1 the contractor fail to satisfactorily complete the work.

2

3 **Q. Is Sprint's proposal, namely, to pay half of the make-ready work costs in**
4 **advance and half upon satisfactory completion of the work, commercially**
5 **reasonable?**

6

7 A. Yes, it is. Moreover, Sprint would be willing to post a bond in order to guarantee
8 payment of make-ready work costs to BellSouth upon satisfactory completion of the
9 work.

10

11 **Issue 22: Should the Agreement contain a provision stating that if BellSouth has**
12 **provided its affiliate preferential treatment for products or services as compared to**
13 **the provision of those same products or services to Sprint, then the applicable**
14 **standard (i.e., benchmark or parity) will be replaced for that month with the level of**
15 **service provided to the BellSouth affiliate?**

16

17 **Q. Does BellSouth's plan currently encompass Sprint's proposal to alter the**
18 **applicable measurement standard in the event that BellSouth provides superior**
19 **service to its affiliates for any performance measurement?**

20

21 A. No. As indicated in my Direct Testimony, the TRA should require BellSouth to
22 implement this safeguard. If BellSouth has given preferential treatment to its affiliate
23 for products and services as compared to BellSouth's provision of those same

1 products and services to CLECs, then the applicable standard (either parity with retail
2 operations or a pre-established benchmark) should be replaced for that month with the
3 superior level of service given to BellSouth's affiliate. The revised standard should
4 then be utilized to calculate all applicable penalties.

5
6 **Q. Is there any provision whatsoever in BellSouth's performance measurements**
7 **proposals to address how to remedy situations where BellSouth is providing**
8 **superior performance to an affiliate?**

9
10 A. No, there is not. BellSouth has consistently refused to address this issue and has
11 offered no alternatives to Sprint's proposal. Accordingly, Sprint urges the TRA to
12 endorse Sprint's proposal on this issue.

13
14 **Issue 23: What is the appropriate geographic disaggregation for BellSouth**
15 **performance measurement data in Tennessee?**

16
17 **Q. Does BellSouth's SQM document provide for the appropriate level of geographic**
18 **disaggregation of measurement data?**

19
20 A. No. BellSouth should be required to disaggregate its measurement data consistent
21 with the manner in which it geographically disaggregates its other external or internal
22 performance related reports. If BellSouth has not established geographical units in
23 Tennessee smaller than statewide reporting, then the Commission should require

1 BellSouth to disaggregate at the Metropolitan Statistical Area (“MSA”) level. As
2 previously discussed in my Direct Testimony, statewide reporting is simply too broad
3 to accurately identify areas of potential discrimination in service.
4

5 **Q. Does Sprint agree with BellSouth’s assessment on state level reporting in**
6 **Tennessee?**
7

8 A. No. As stated in my Direct Testimony, statewide reporting is too broad to accurately
9 identify areas of potential discrimination in service. For example, in instances where
10 competition is concentrated in only a few cities in a given state, statewide reporting
11 could mask the fact that in those cities, the ILEC may be giving far better service to
12 its own customers than to the CLECs, even though its service to the CLECs matches
13 its statewide performance to its own customers. Reporting beyond a state level will
14 greatly enhance both CLECs’ and the TRA’s ability to detect discriminatory
15 treatment.
16

17 **Issue 24: What performance measurement audit provision(s) should be included in**
18 **the Agreement?**
19

20 **Q. Does Sprint agree with BellSouth’s assertion that 900 “initial” audits would be**
21 **necessary under Sprint’s proposal?**
22

1 A. No. Sprint is not suggesting that BellSouth conduct an annual audit for each CLEC.
2 Instead, Sprint proposes that an initial audit and certification process be performed to
3 ensure that BellSouth's reporting procedures are sound and that data collection and
4 reporting are timely, accurate and complete. BellSouth should pay for the services of
5 the independent auditor to complete the initial audit and subsequent annual audits of a
6 similar nature. CLECs are extremely dependent upon the accuracy of BellSouth's
7 Performance Measures and cannot afford a potential pitfall in BellSouth's services to
8 CLECs. At a minimum, the cost of the first three annual audits would be the
9 responsibility of BellSouth.
10

11 As I stated in my Direct Testimony, in addition to an initial comprehensive audit and
12 annual audits, Sprint's proposal would grant Sprint the right to conduct "mini-audits"
13 of individual performance measures and/or sub-measures during the calendar year.
14 Such mini-audits would allow Sprint to investigate anomalies encountered during the
15 course of operation, rather than waiting until the next annual audit. When Sprint has
16 reason to believe the data collected for a measure is flawed or the reporting criteria
17 for the measure is not being adhered to, Sprint should have the right to conduct a
18 mini-audit performed on the specific measure upon written request. If, thirty days
19 after a written request, Sprint believes that the issue has not been resolved to its
20 satisfaction, then Sprint would commence the mini-audit upon providing BellSouth
21 with five business days advance written notice. Sprint proposes that it would be
22 limited to auditing five single measures during the year. Sprint would pay for the
23 mini-audit, including BellSouth's reasonable associated costs and expenses, unless

1 BellSouth is found to misreporting or misrepresenting data or to have non-compliant
2 procedures, in which case, BellSouth would pay for the mini-audit, including Sprint's
3 reasonable associated costs and expenses.

4
5 If during a mini-audit of individual measures, more than 50% of the measures in a
6 major service category are found to have flawed data or reporting problems, the entire
7 service category would be re-audited at the expense of BellSouth. The Commission
8 should bear in mind that multiple, simultaneous audits could strain the resources of
9 BellSouth and should allow BellSouth reasonable latitude in scheduling audits.

10 Sprint's proposed audit plan will provide Sprint with the assessment tools needed to
11 adequately determine whether BellSouth is fulfilling its parity obligations.

12
13 **Q. Does Sprint agree with BellSouth's claim that under Sprint's proposal,**
14 **BellSouth could be responsible for conducting over 270 mini audits a year?**

15
16 **A.** No. Sprint suggests that BellSouth has greatly underestimated their system's
17 ability to report on performance measures. Sprint believes through various
18 independent performance measure audits conducted on BellSouth's interim
19 performance measures that the possibility of BellSouth participating in 270 audits
20 a year is an exaggeration. The Commission should not give any merit to this
21 exaggeration. ALEC(s) need the capability to conduct mini-audits if anomalies
22 are encountered during the course of operation, rather than waiting until next
23 comprehensive annual audit.

1 **Q. Does Sprint agree with BellSouth that using BellSouth’s raw data to produce**
2 **additional reports is a valid alternative to mini-audits?**

3
4 A. No. The raw data and associated reporting capabilities for investigating
5 performance measure anomalies and are NOT a viable alternative to conducting
6 mini-audits. Moreover, if a CLEC finds a potential discrepancy with BellSouth’s
7 raw data then the CLEC should have the right to conduct a mini-audit.

8
9 **Issue 25: Should the availability of BellSouth’s VSEEM III remedies proposal to**
10 **Sprint and the effective date of VSEEM III be tied to the date that BellSouth**
11 **receives interLATA authority in Tennessee?**

12
13 **Q. BellSouth suggests the effective date for performance measurement remedies**
14 **should be tied to the date BellSouth receives interLATA authority in**
15 **Tennessee. Does Sprint agree?**

16
17 A. No. BellSouth is confused as to the purpose of an enforcement mechanism. The
18 purpose of a performance measurement enforcement mechanism is not to serve as
19 a perfunctory step that BellSouth must complete in order to obtain interLATA
20 authority. Rather, the purpose of an enforcement mechanism is to ensure that
21 CLECs truly obtain nondiscriminatory interconnection and access to unbundled
22 network elements, and that there are swift and severe consequences for BellSouth
23 when conduct emerges that is indicative of discriminatory treatment of CLECs.
24 The market effects of the improper conduct will surely occur and conventional

monetary penalties may be far too small in relation to the business advantage to be gained by discriminatory conduct to serve as an effective deterrent. Particularly in the initial stages of competition, when the concept of local competition is a novel one for consumers, and CLECs are most dependent on ILEC services and facilities, anything that an ILEC does to degrade the quality of service provided by the newcomer can place an indelible mark against the CLEC in the eyes of consumers. Such service degradation could saddle Sprint with a reputation for poor service that would be difficult to overcome. Penalties must be severe enough to change the behavior of the ILEC. This means that the penalty would outweigh the financial costs to correct the problems.

Issue 27: Should BellSouth be required to apply a statistical methodology to the SQM performance measures provided to Sprint?

Q. Please describe this issue regarding the application of the BellSouth statistical methodology to Sprint's performance measurement results.

A. BellSouth has refused to provide for the application of the BellSouth statistical methodology to Sprint's performance measurement results in the proposed interconnection agreement between the parties. BellSouth initially included language delineating its statistical methodology in the draft agreement, but withdrew the proposed provisions when it learned that Sprint did not agree with BellSouth's position that its VSEEM III remedy plan should become effective when BellSouth receives InterLATA long distance authorization in a particular

1 state.

2
3 **Q. Please explain Sprint's position on this issue.**

4
5 A. The application of a statistical methodology to performance measurement results
6 should not be linked to the acceptance of BellSouth's VSEEM III remedy plan
7 nor to its effective date. While the VSEEM III plan does provide for the use of
8 BellSouth's statistical methodology for the determination of self-executing
9 remedy payments, that is not the exclusive purpose of such a methodology.

10
11 Statistical methodologies were originally envisioned and designed to provide a
12 way to determine whether there are statistically significant differences between
13 BellSouth's performance when providing service to its own retail customers and
14 affiliates and its performance to Sprint. The underlying rationale is that there may
15 be slight differences in performance provided to these groups of customers that
16 may be statistically "insignificant", and therefore such differences should not be
17 considered indicators of "out of parity" performance by BellSouth. Without such
18 a methodology, if BellSouth provisions a particular service type for its own retail
19 customers in, for example, three days, and provisions that same service type for
20 CLECs in 3.1 days, BellSouth would be seen as providing discriminatory service
21 favoring its own customers. If such performance continued, Sprint might
22 legitimately use such performance as the basis for a Commission complaint. The
23 key question, lacking a statistical methodology, which by design calculates what
24 constitutes a statistically significant difference, is "how much of a performance
25 deficiency is too much?" A statistical methodology relieves the burden on the

1 parties and on the TRA of applying the “eyeball approach”, that is, undertaking a
2 mere visual comparison of the data to see if it looks out of line.

3
4 BellSouth’s withdrawal of its statistical methodology from the proposed
5 interconnection agreement between the parties is illogical and will likely result in
6 unwarranted requests for TRA intervention in performance disputes.

7
8 **Q. What rationale has BellSouth provided for withdrawing its offer of the**
9 **Statistical Methodology section of the Performance Measurements**
10 **agreement?**

11
12 **A.** BellSouth has advised Sprint and has restated in its Direct Testimony in this
13 docket that the Statistical Methodology is part of the VSEEM III remedy plan and
14 was never intended to be linked to the Service Quality Measurements alone.

15
16 **Q. What is Sprint’s perspective on BellSouth’s rationale?**
17

18 **A.** Sprint is perplexed by BellSouth’s terse explanation, particularly in light of the
19 fact that the use of a statistical methodology was discussed in detail and at length
20 in the Louisiana Commission’s performance measurements docket, in which
21 BellSouth has been a most active participant, long before BellSouth ever proposed
22 its first VSEEM remedy plan. As part of the review and discussion of statistical
23 methodologies, BellSouth employed statistical experts to assist in the design and
24 development of the statistical approach. BellSouth’s attempt to now separate the
25 Service Quality Measurements from the Statistical Methodology is a quantum
26 leap backwards in the use and application of CLEC service quality performance

1 measurements.

2

3 **Q. How does BellSouth's refusal to provide its Statistical Methodology in**
4 **conjunction with its Service Quality Measurements harm Sprint?**

5

6 A. As mentioned previously, the failure to apply the Statistical Methodology to
7 performance measurement results makes it harder for the parties to identify where
8 performance concerns exist. From an administrative standpoint, this means that
9 Sprint will have to spend more time and resources interpreting the data and
10 inevitably more time and resources debating with BellSouth about what the
11 numbers mean. If the TRA ultimately became involved in a dispute, the TRA
12 would likewise be required to expend additional effort interpreting the data.
13 Applying the Statistical Methodology would make this additional administrative
14 time and effort unnecessary.

15

16 In addition, process improvement efforts would be hard to target and would likely
17 be delayed due to data interpretation efforts. The additional information that the
18 statistical analysis delivers is critical to accurately pinpointing where BellSouth
19 needs to direct its process improvement efforts. Without such an analysis,
20 performance deficiencies would continue to impact Sprint's business for a longer
21 period of time since determination of performance deficiencies would consume
22 the parties' initial time and effort instead of action toward performance
23 improvement.

24

25 **Q. What action does Sprint request that the TRA take on this issue?**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

A. Sprint requests that the TRA order BellSouth to include its Statistical Methodology language in the Performance Measurements Attachment of the Sprint/BellSouth Interconnection Agreement. The Commission should also state that including such language in the interconnection agreement means that BellSouth must apply the statistical methodology to Sprint’s results and produce commensurate reports.

Issue 45: Proposed language for space reservation.

(a) What is the appropriate period for the parties to reserve floor space for their own specific uses?

Q. On page 26 of Mr. Milner’s testimony on this issue, he states, “BellSouth believes two (2) years is an appropriate planning period for the utilization of space in BellSouth’s equipment spaces.” Does Sprint agree?

A. No. As stated on page 46 of my Direct Testimony, BellSouth and Sprint should be able to reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months.

Q. Why is “current year plus twelve (12) months” a more appropriate time period for space reservation than two years?

A. The objective of a reservation time period is to allow ILECs the ability to reserve

1 space for forecasted growth. This time period is consistent with the typical corporate
2 planning and budget horizon. It would prevent the ILEC from prejudicing the
3 collocation opportunities of other carriers through speculative, longer run forecasts
4 that can be made obsolete by both changes in business plans and changes in
5 technology that can affect the space requirements of central and remote office
6 equipment.

7
8 **(b) Upon denial of a Sprint request for physical collocation, what justification, if**
9 **any, should BellSouth be required to provide to Sprint for space that BellSouth**
10 **has reserved for itself or its affiliates at the requested premises?**

11
12 **(c) Should BellSouth be required to disclose to Sprint the space it reserves for its**
13 **own future growth and for its interLATA, advanced services, and other**
14 **affiliates upon request and in conjunction with a denial of Sprint's request for**
15 **physical collocation?**

16
17 **Q. Has BellSouth provided new information to Sprint regarding its proposal on this**
18 **issue in Mr. Milner's Direct Testimony?**

19
20 **A. Yes.** It appears from page 35 of Mr. Milner's testimony that BellSouth is now
21 proposing to provide information to Sprint that is consistent with what was ordered
22 in a Georgia docket dealing with collocation waivers. BellSouth had previously
23 offered only to provide justification for reserved space based on the TRA's

1 requirements.

2

3 **Q. On p. 35 of Mr. Milner's testimony, he states that BellSouth believes that the**
4 **Georgia Commission, in its Order dated July 23, 1999, in Docket No. 10429-U,**
5 **determined an appropriate resolution for this issue. Does Sprint agree?**

6

7 A. No. While the Georgia Commission's Order requires that BellSouth provide
8 documentation in the form of engineering drawings with project codes and available
9 project numbers for all reserved space including general descriptions and planned
10 retirements, there is no requirement that BellSouth provide justification for the space
11 that it has reserved. There is a significant difference. The documentation currently
12 required only identifies the reserved space and there is a requirement for a general
13 description of its intended use. Sprint is seeking justification for the space
14 reservation. In other words, the documentation will show what space BellSouth has
15 reserved. Now, we need to know why BellSouth needs it, and how its demand and
16 facility forecasts support that proposed use.

17

18 **Q. Why does Sprint believe that this additional requirement to provide justification**
19 **for reserved space is important?**

20

21 A. Sprint has gained invaluable knowledge and experience over the past eighteen months
22 through the tour and evaluation of ILEC premises where Sprint had been denied
23 space for physical collocation. In its experience conducting such tours, Sprint has

1 found that floor plans or diagrams only provide a visual representation of the contents
2 of the premises in question. They provide no basis to address the critical question of
3 whether the space reserved for future use is overstated, and as such, whether there
4 might be space that could be made available for collocation.

5
6 **Q. How could such an assessment of the appropriateness of reserved space be**
7 **made?**

8
9 A. In order to make such an assessment, Sprint engineers need to see demand and
10 facilities forecasts which include, but are not limited to, three to five years of
11 historical data and forecasted growth, in twelve month increments, by functional type
12 of equipment. The engineers then take this data and determine what the facilities
13 growth rate has been in the past. They then extrapolate this historical data to give a
14 reasonable approximation of what could be expected in future years. The objective
15 is to determine whether the amount of space reserved for future use is consistent with
16 projected utilization for that particular premise. This data, along with the other
17 premise-specific information that the Commission has required ILECs to provide,
18 allows the CLEC to prepare a fact-based assessment of BellSouth's space exhaustion
19 claim.

20
21 In short, as stated in my Direct Testimony, without this data, there is simply no basis
22 to assess the reasonableness of BellSouth's reserved space.

1 (d) In the event that obsolete unused equipment is removed from a BellSouth
2 premises, who should bear the cost of removal?

3

4 Q. In your Direct Testimony, page 50, you stated that this issue had been settled.
5 However, Mr. Milner's presented testimony on this issue on pages 36-37 of his
6 Direct Testimony. What is Sprint's response?

7

8 A. Sprint believes that the parties have agreed to the following language for inclusion in
9 the parties' interconnection agreement, Attachment 4, Section 1.2.2:

10

11 "...BellSouth shall remove obsolete unused equipment from the premises according
12 to its scheduled date for such removal. BellSouth shall, upon request from Sprint,
13 remove obsolete unused equipment from its premises prior to BellSouth's scheduled
14 removal of such equipment, to make available the amount of space requested for
15 collocation by Sprint. There will be no additional cost for such removal of obsolete
16 and unused equipment over and above the Space Preparation Charges assessed for
17 said collocation space..."

18

19 This language appears in the parties' most current draft of Attachment 4 of the
20 interconnection agreement and is denoted as "agreed". Sprint is unclear as to why
21 BellSouth filed testimony contrary to this position, but nonetheless believes that this
22 issue has been resolved as shown above.

23

1 Sprint reserves the right to file additional testimony should Sprint's belief that the
2 issue has been resolved prove to be inaccurate.

3
4 **Issue 47: Upon denial of a Sprint request for physical collocation, and prior to**
5 **the walkthrough, should BellSouth be required to provide full-sized (e.g., 24-**
6 **inch X 36") detailed engineering floor plans and engineering forecasts of the**
7 **central office in question?**

8
9 **Q. Since filing your Direct Testimony, have the parties reached agreement on this**
10 **issue?**

11
12 **A. Yes. The parties have agreed to the following language for inclusion in the parties'**
13 **interconnection agreement, Attachment 4, Section 2.3:**

14
15 "Prior to the tour, BellSouth shall provide to Sprint engineering floor plans for the
16 premise in question. The engineering floor plans provided to Sprint will be in the
17 format that BellSouth uses when filing its petition for Waiver with the Commission.
18 In the event said floor plans are illegible or more detailed information is required,
19 upon request from Sprint, BellSouth shall provide full-sized, detailed engineering
20 floor plans prior to the tour for the premise in question."

SPRINT COMMUNICATIONS COMPANY L.P.

REBUTTAL TESTIMONY

OF

MARK G. FELTON

BEFORE THE

TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 00-00691

JANUARY 18, 2001

1 **Q. Please state your name and business address.**

2 A. My name is Mark G. Felton. My business address is 7301 College Boulevard,
3 Overland Park, Kansas 66210.

4
5 **Q. By whom are you employed and in what capacity?**

6 A. I am employed by Sprint as Manager- Local Market Development.

7
8 **Q. Are you the same Mark G. Felton who filed Direct Testimony in this arbitration**
9 **proceeding?**

10 A. Yes, I am.

11
12 **Q. What is the purpose of your Rebuttal Testimony?**

13 A. The purpose of my testimony is to respond to the direct testimony of the BellSouth
14 Telecommunications, Inc. ("BellSouth") witness, Mr. John A. Ruscilli. Specifically, I
15 will address certain contentions made by Mr. Ruscilli in regards to Issue numbers 3, 7,
16 11, 12, and 29.

17
18 **ISSUE NO. 3: Attachment 1, Resale – Resale of stand-alone vertical features**

19
20 **Q. BellSouth addresses this issue in Mr. Ruscilli's Direct Testimony as if this issue**
21 **has already been decided by the FCC. Is BellSouth correct?**

22 A. BellSouth is correct that the issue has been decided by the FCC but is grossly
23 misguided on the results of that decision. On page 3, lines 13-21 of Mr. Ruscilli's
24 testimony, BellSouth attempts to create the impression that the combination of basic
25 local service and Custom Calling Services is one inseparable service offering. Based

1 on this invalid assumption, Mr. Ruscilli goes on to argue that a couple of sentences
2 from ¶877 of the First Report and Order should control this issue. If basic local
3 service and Custom Calling Services were, in fact, one integrated service offering,
4 then ¶877 would be pertinent to the discussion. However, basic local service and
5 Custom Calling Services are not one integrated service. Accordingly, the Authority
6 should look to the plain meaning of the resale requirement as set forth in Section
7 251(c)(4) of the Act and § 51.605(a) of the implementing FCC rules in order to resolve
8 this issue.

9
10 **Q. Is Sprint asking the Authority to order BellSouth to disaggregate a retail service**
11 **into more discrete retail services as BellSouth insinuates on page 3 of Mr.**
12 **Ruscilli's direct testimony?**

13 A. No. Although local dial tone is required for Custom Calling Services to work
14 properly, Custom Calling Services are not simply a building block or component of
15 some larger service. They are retail services in and of themselves. Custom Calling
16 Services are not automatically included with the customer's service when they
17 subscribe to BellSouth's local dial tone. They are marketed, priced, and billed
18 separately from any other service and, therefore, meet the criteria of a retail service.

19
20 **Q. Please comment on BellSouth's contention on page 4, lines 6-9, of Mr. Ruscilli's**
21 **direct testimony that, based on the fact that BellSouth does not sell Custom**
22 **Calling Services to end-users without the end-user having first purchased dial-**
23 **tone from BellSouth, "there is no retail service to resell".**

24 A. Such a claim by BellSouth is preposterous. Custom Calling Services are retail
25 services regardless of whether BellSouth has a restriction in its tariff that these

1 services may only be purchased in conjunction with another retail service. Clearly,
2 Custom Calling Services are retail services and the purchase of local dial tone is the
3 prerequisite condition which must be met before the customer can purchase the
4 Custom Calling Service. BellSouth's condition for the purchase of a product is
5 distinct from the product itself.
6

7 **Q. What other evidence can you cite to establish that Custom Calling Services are**
8 **retail services?**

9 A. BellSouth markets Custom Calling Services directly to end users, which is certainly
10 one characteristic of a retail service. Custom Calling Services are simply optional
11 retail services which enhance the functionality of basic local dial tone, another retail
12 service. Webster defines retail as "the sale of commodities or goods in small
13 quantities to the ultimate consumers". Custom Calling Services certainly fit this
14 description. BellSouth's contention, on page 3, lines 20-21, of Mr. Ruscilli's direct
15 testimony that Sprint is requesting BellSouth to create a new retail service is
16 absolutely without merit.
17

18 **Q. Are vertical features, in fact, telecommunications services?**

19 A. Yes. BellSouth even seems to acknowledge that the vertical features in question are,
20 in fact, "telecommunications services" by its use of Section 251(c)(4) of the Act in
21 defense of its position. Clearly, vertical features are telecommunications services and
22 vertical features are retail services. The only question remaining to be answered is
23 whether the end-user restriction on the purchase of these retail services should apply to
24 Sprint.
25

1 **Q. Should the tariff restriction that applies to end users also apply to Sprint?**

2 A. Although BellSouth attempts to divert attention away from the real issue by
3 questioning whether Sprint seeks to resell a retail service that does not exist, the real
4 issue *is* whether a resale restriction should apply. As demonstrated previously, the
5 retail telecommunications service that Sprint requests authority to resell *does* exist. As
6 was stated in my Direct Testimony, Congress and the FCC state without equivocation
7 that “resale restrictions are presumptively unreasonable” (See First Report and Order,
8 CC Docket No. 96-98 (issued August 8, 1996) (“Local Competition Order”), at ¶ 939).
9 The burden of proof is on BellSouth to demonstrate that the restriction found in
10 BellSouth’s General Subscriber Services Tariff, Section A13.9.2(B) is reasonable and
11 should apply to Sprint as a CLEC. Having no foundation to do so, BellSouth has
12 instead chosen to focus its arguments on whether the retail service actually exists. One
13 can only assume that BellSouth’s motivation in doing so is, as the FCC noted in ¶ 939,
14 to preserve its market power and prevent the development of any significant
15 competition in the local services market.

16
17 **Q. On page 5, lines 12-19, of Mr. Ruscilli’s testimony, he raises an objection based**
18 **on a situation where another CLEC requests to resell the basic local service.**
19 **Please respond.**

20 A. Mr. Ruscilli raises a valid question. As I have stated previously, basic local service
21 and vertical features are two distinct retail services that BellSouth offers today. The
22 fact that another CLEC provides a customer’s basic service should not preclude Sprint
23 (or any other CLEC) from providing optional services to that same customer. By way
24 of example, assume Sprint resells a vertical feature to an end-user for whom BellSouth
25 is the basic local service provider. If that customer then chose a CLEC other than

1 Sprint to provide their basic local service but did not wish to purchase the vertical
2 feature in question from the CLEC, then no problem arises since basic local service
3 and the vertical feature are two distinct retail services. Dial-tone is still being
4 provided, so there is no question that the feature would function properly. BellSouth
5 is fully compensated for the cost of the basic local service and the vertical feature less
6 its retail costs. If the customer in this example, however, chose to purchase the
7 vertical feature in question from the CLEC, then Sprint would be obligated to
8 relinquish that vertical feature to the CLEC. The hallmark of competition is for the
9 customer to have the ultimate choice of whom they purchase services from.

10
11 **Q. Mr. Ruscilli draws an analogy between resale and UNEs with respect to how**
12 **vertical features should be treated. He states on page 6, lines 3-5, “[i]f the**
13 **provider of service via UNEs has exclusive rights to the vertical services of local**
14 **switching, it would appear that the provider of service via resale also has the**
15 **same exclusive rights”. How do you respond?**

16 **A.** Mr. Ruscilli’s conclusion that the same rights extended to the purchaser of UNE
17 switching are also extended to the reseller of local dial-tone is completely without
18 merit and has no basis in the FCC rules. Mr. Ruscilli is correct in saying that a
19 provider of service via UNEs has exclusive rights to the vertical services of local
20 switching but his extension of this principle to resale is misguided. In fact, another
21 example of how the rights of the UNE purchaser go beyond those of the reseller is in
22 the area of access charges. The purchaser of UNEs is entitled to retain any access
23 charges generated by the end-user, while the reseller is not. This clear differentiation
24 demonstrates that the FCC did not intend for resale and UNEs to be afforded the same
25 treatment.

1

2 **Q. How does Sprint propose to handle situations where another CLEC purchasers**
3 **UNE switching for the end-user?**

4 A. If a CLEC purchased UNE switching for a customer to which Sprint is reselling a
5 vertical feature, Sprint would be required to terminate its delivery of the feature to that
6 customer. The purchaser of UNE switching effectively becomes the “owner” of that
7 network element and is, indeed, entitled to the exclusive use of all of the features and
8 functions associated with it. If the customer continued to desire Sprint’s service
9 involving the vertical feature in question, Sprint would be required to negotiate with
10 the switching “owner”, the purchasing CLEC, for this purchase.

11

12 **Q. On page 5, lines 5-6, Mr. Ruscilli states that “whether BellSouth can technically**
13 **offer Custom Calling services to Sprint on a stand-alone basis is questionable”.**
14 **Do you agree?**

15 A. No, as I stated in my Direct Testimony, there is no technical reason that would prevent
16 BellSouth from offering Customer Calling Services to Sprint on a stand-alone basis.
17 In fact, BellSouth confirms this assertion in its response to Sprint’s first set of
18 Interrogatories in the pending Sprint/BellSouth arbitration proceeding in Florida.¹ The
19 bottom line for this issue is not the technical feasibility of offering vertical features to
20 Sprint on a stand-alone basis but whether any restrictions can rightfully be placed on
21 their purchase.

22

23 **Q. Have any other ILECs agreed to provide vertical features on a stand-alone basis**
24 **to Sprint at wholesale rates?**

¹ See BellSouth’s Responses to Sprint’s First Interrogatories, Docket No. 000828-TP (filed November 20, 2000), response to No. 6.

1 A. Yes. SBC and Qwest have agreed to provide vertical features on a stand-alone basis to
2 Sprint at wholesale rates.

3

4 . (Mark, if we were going to say this in testimony, this really should have been included in
5 our response to BellSouth's Production of Documents request #10). You ought to be able to
6 work this in response to a cross question. That's the safest way to handle it.)

7

8 **Q. Please restate the action that Sprint requests the Authority to take.**

9 A. Sprint requests that the Authority order BellSouth to make Custom Calling services
10 available for resale by Sprint and adopt Sprint's proposed language as follows:

11

12 "Resale of Custom Calling Services. Except as expressly ordered
13 in a resale context by the relevant state Commission in the
14 jurisdiction in which the services are ordered, Custom Calling
15 Services shall be available for resale on a stand-alone basis."

16

17 **ISSUE NO. 7: Attachment 2, Network Elements and Other Services, Section 9.4.–**
18 **conversion of switching UNEs to market-based rate upon addition of fourth line.**

19

20 **Q. BellSouth claims on page 18, line 2 of Mr. Ruscilli's direct testimony that "the**
21 **FCC's position is quite clear" on this issue. Do you agree?**

22 A. No, absolutely not. Quite the contrary, the FCC's position on this matter could not be
23 more unclear. The simple fact is that the FCC did not address the pricing of existing
24 lines where an end-user has 3 or fewer lines and later adds lines that would take them
25 beyond the threshold of 4 used to delineate between small and medium-sized

1 businesses. BellSouth assumes, without any basis, that the FCC's intent was that all
2 lines would transition to a negotiated rate.

3

4 **Q. If the FCC's position is unclear as you state above, why should this Authority**
5 **adopt Sprint's proposal instead of BellSouth's?**

6 A. Sprint's proposal seeks to maximize the provisioning choices available to CLECs and
7 to further the pro-competitive goals of the Act and the Local Competition Order.
8 BellSouth's plan increases costs to CLECs and thereby serves only to stifle
9 competition and further insure BellSouth's dominance in the marketplace.

10

11 **Q. Should end-user lines be aggregated across multiple locations to determine if**
12 **BellSouth is obligated to provide unbundled local switching?**

13 A. No. BellSouth implies on page 18, lines 23-25, that if a customer has four or more
14 lines in the "relevant geographic area", even if they are located in multiple physical
15 locations, then BellSouth is not obligated to provide unbundled local switching for any
16 of the lines. Once again, BellSouth makes an assumption that is without foundation in
17 the FCC rule or its attendant discussion. The FCC sought to relieve ILECs of their
18 obligation to provide unbundled local switching only in areas where competing
19 carriers would have an incentive to deploy their own switching equipment. Clearly, a
20 competing carrier would have the greatest incentive to deploy switching facilities in
21 areas where it could serve the largest number of lines with a single switch. BellSouth's
22 proposal to aggregate lines for a single customer who has more than one location for
23 determining if the threshold is met would defeat the intent of the FCC's rule. With its
24 proposal, BellSouth seeks to reduce the opportunity of CLECs to utilize unbundled

1 local switching, the result of which will be to thwart competition and frustrate the
2 goals of the Telecom Act.

3

4 **Q. What action is Sprint requesting this Authority to take?**

5 A. Sprint requests that the Authority order BellSouth to provide the first three lines in
6 each customer location in the scenario described above at cost based rates and adopt
7 Sprint's proposed language as follows:

8

9 Notwithstanding BellSouth's general duty to unbundle local circuit
10 switching, BellSouth will provide unbundled local circuit
11 switching for Sprint when Sprint establishes service for end users
12 with three (3) or fewer voice-grade (DS-0) equivalents or lines in
13 locations where BellSouth has provided non-discriminatory cost-
14 based access to the Enhanced Extended Link (EEL) through-out a
15 Density Zone 1 MSA as determined by NECA Tariff No. 4 as in
16 effect on January 1, 1999.

17

18 When a Sprint customer with three (3) or fewer voice-grade (DS-0)
19 equivalents or lines (as defined above) at a particular location is
20 being served via unbundled local circuit switching and such
21 customer's requirements grow such that additional lines are
22 ordered, the fourth line and each additional line at such customer
23 location will be provided by BellSouth at a rate that is negotiated
24 by the Parties for use of local circuit switching for the affected
25 facilities.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BellSouth shall not be required to offer unbundled local circuit switching for Sprint when Sprint establishes service for end users with four (4) or more voice-grade (DS-0) equivalents or lines in one location where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) throughout a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

ISSUE NO. 11: Attachment 3, Interconnection, Section 6.1.6 – Tandem charges for comparable area.

Q. What is the current status of this issue?

A. Sprint understands that this issue has been resolved. If this understanding proves to be incorrect, Sprint respectfully reserves the right to file supplemental rebuttal testimony on this issue.

ISSUE NO. 12: Attachment 3, Interconnection, Sections 6.1.7, 6.7.1, 7.7.9 – inclusion of IP telephony in definition of “Switched Access Traffic”

Q. What is the current status of this issue?

A. BellSouth has proposed a revised definition of switched access traffic that is currently being considered by Sprint. The language correctly makes a distinction among the different types of IP telephony. However, the language refers to the jurisdiction of computer-to-phone and phone-to-computer telecommunications traffic as being

1 determined by the end points of the call. The FCC simply has not made such a
2 determination.

3

4 **Q. Does Sprint agree with BellSouth that the jurisdiction of phone-to-phone**
5 **telecommunications traffic should be determined by its end points regardless of**
6 **transport protocol used?**

7 A. Yes, Sprint has made it very clear to BellSouth that, for purposes of compensation,
8 phone-to-phone telephony using internet protocol should be treated the same as
9 traditional circuit switched telephony. BellSouth's assertion on page 50, lines 1-2, of
10 Mr. Ruscilli's direct testimony that "Sprint's position is that the call from Nashville to
11 New York is a local call and that reciprocal compensation applies" is ludicrous. Sprint
12 is in no way attempting to subvert the current access charge system. Sprint is,
13 however, trying to avoid a rush to judgement on the issues of computer-to-phone,
14 phone-to-computer, and computer-to-computer IP telephony on which the FCC has yet
15 to rule.

16

17 **Q. Please restate the action that Sprint requests the Authority to take.**

18 A. Sprint requests that the Authority order that the Sprint / BellSouth interconnection
19 agreement remain silent on the issue of IP Telephony pending the outcome of any FCC
20 proceeding on the issue. Sprint also asks the Authority to adopt Sprint's definition of
21 switched access as follows:

22

23 Switched Access Traffic. Switched Access Traffic means the
24 offering of transmission or switching services to
25 Telecommunications Carriers for the purpose of the origination or

1 termination of telephone toll service. Switched Exchange Access
2 Services include but are not limited to: Feature Group A, Feature
3 Group B, Feature Group D, 800/888 access and 900 access.
4

5 **ISSUE NO. 29: Attachment 1, Resale, Section 4.5.1.3.3 and Attachment 2, Network**
6 **Elements and Other Services, Sections 15.4.3.3 and 15.4.4.1 – Appropriate rates**
7 **for trunking associated with OS & DA**
8

9 **Q. BellSouth states in Mr. Ruscilli's testimony on page 62, lines 17-18, that since**
10 **"BellSouth is no longer required to unbundle OS/DA, that the trunks associated**
11 **with such services should be billed at the rate in BellSouth's access tariff". Does**
12 **Sprint agree?**

13 **A.** No. BellSouth once again has made an assumption that has no foundation in the FCC
14 rules. Though BellSouth was relieved of its obligation to unbundle OS/DA by the
15 UNE Remand Order, this has no bearing on whether BellSouth is obligated to provide
16 transport elements at cost based rates that can be used in the provision of
17 telecommunications services.² The FCC merely stated that "[w]e find that where
18 incumbent LECs provide customized routing, lack of access to the incumbents'
19 OS/DA service on an unbundled basis does not materially diminish a requesting
20 carrier's ability to offer telecommunications service."³ The FCC in no way re-
21 characterized OS/DA as something other than a telecommunications service.
22 Therefore, regardless of BellSouth's unbundling obligations with respect to OS/DA, it
23 is still obligated to provide unbundled transport to be used in the provision of
24 telecommunications services, including OS/DA.

25 **Q. Does BellSouth dispute that OS/DA is a telecommunications service?**

² See Direct Testimony of Mark G. Felton at page 17, lines 18-23 and page 18, lines 1-18 for a discussion of the FCC rules that apply.

³ UNE Remand Order at ¶ 441.

SPRINT COMMUNICATIONS COMPANY L.P.

REBUTTAL TESTIMONY

OF

ANGELA OLIVER

BEFORE THE

TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 00-00691

JANUARY 18, 2001

1 **I. INTRODUCTION**

2 **Q. Please state your name, occupation and business address.**

3 A. My name is Angela Oliver. I am employed by Sprint Communications
4 Company L.P. ("Sprint") as Regulatory Manager – Access Planning. My
5 business address is 7171 West 95th Street, Overland Park, Kansas, 66212.

6

7 **Q. Are you the same Angela Oliver who previously filed Direct Testimony in**
8 **this proceeding?**

9 A. Yes, I am.

10

11 **Q. What is the purpose of your Rebuttal Testimony?**

12 A. I will respond to BellSouth witness Mr. Milner's testimony with respect to Issue
13 9(a) concerning Sprint's ability to transport multi-jurisdictional traffic over the
14 same trunk groups, including access trunks groups. In addition, I will also
15 respond to BellSouth witness Mr. Ruscilli's comments with regard to Issue
16 9(b) pertaining to whether BellSouth should be required to route multi-
17 jurisdictional 00- traffic over switched access trunks. Lastly, I will respond to
18 Mr. Ruscilli's testimony on Issue 43 regarding two-way trunks.

19

20 **Issue No. 9(a): Multi-Jurisdictional Traffic Over Any Type Trunk Group.**

21

22 **Q. Please comment on Mr. Milner's testimony at page 4, where he states**
23 **"BellSouth has determined that Sprint's request is technically feasible,**
24 **but not without cost."**

1 A. Mr. Milner is correct in stating that Sprint's request appears to be technically
2 feasible. As I stated in my Direct Testimony, it is technically feasible and in
3 fact, it is an industry-wide practice to combine interLATA and intraLATA traffic
4 on the same trunk group and it is BellSouth's preferred method of
5 interconnection to combine intraLATA and local traffic. Sprint demands its
6 right to request the combination of all traffic on a Sprint provided trunk group.
7 For a detailed explanation, please refer to my Direct Testimony at pages 4 - 5.
8 Mr. Milner's discussion about cost is an unwarranted attempt on BellSouth's
9 part to pose a barrier to entry for Sprint by restricting Sprint's options to cost-
10 effectively design its network. Sprint is merely requesting to utilize new or
11 existing access trunks to route multi-jurisdictional traffic in order to preserve
12 the efficient trunking network already in place. Sprint is asking BellSouth to
13 recognize that different jurisdictions of traffic can be routed over the same
14 trunk group.

15

16 **Q. Have the technical experts of Sprint and BellSouth met to determine the**
17 **technical feasibility of Sprint's request to combine multi-jurisdictional**
18 **traffic over any type trunk group?**

19 A. Yes. Sprint and BellSouth have met in person and have conducted several
20 conference calls to discuss Sprint's request to combine multi-jurisdictional
21 traffic over any type trunk group. Sprint met with BellSouth representatives in
22 Atlanta on October 6, 2000 to define the details of this request. The technical
23 experts from Sprint are continuing to work with the BellSouth representatives
24 to help them better understand what Sprint is requesting.

1 **Q. BellSouth recommends the Authority defer ruling on this portion of Issue**
2 **No. 9 based on the rationale that Sprint and BellSouth should continue**
3 **to negotiate and develop a complete understanding of the full**
4 **implications and costs of Sprint's proposal. Please comment.**

5 **A.** It appears that BellSouth agrees with Sprint that this arrangement is
6 technically feasible. BellSouth's proposal that the Authority defer ruling
7 based on the non-standard, manual adjustments to their process is without
8 merit. As I indicated before, Sprint and BellSouth are continuing to work
9 together to define the details of Sprint's request. Moreover, BellSouth's
10 claims of implementation cost have not yet been discussed in detail with
11 Sprint. In fact, BellSouth has not presented Sprint with any cost calculations
12 outside of testimony. In any event, a finding of technical feasibility does not
13 hinge on economic considerations.

14 FCC Rule 51.5, 47 CFR § 51.5 states:

15 *A determination of technical feasibility does not*
16 *include consideration of economic, accounting,*
17 *billing, space, or site concerns, except that space*
18 *and site concerns may be considered in circumstances*
19 *where there is no possibility of expanding the space*
20 *available. The fact that an incumbent LEC must*
21 *modify its facilities or equipment to respond to such*
22 *requests does not determine whether satisfying such*
23 *request is technically feasible.*

1 Since Sprint's proposal is clearly technically feasible, the TRA has the
2 authority to move forward and require BellSouth to comply with Sprint's
3 request.

4

5 **Issue No. 9(b): 00-- Traffic Over Access Trunks**

6

7 **Q. Mr. Ruscilli outlines on page 35 of his Direct Testimony his**
8 **interpretation of what Sprint is requesting with regard to Issue 9(b).**
9 **Please describe again exactly what Sprint is requesting.**

10 **A. Sprint requests that BellSouth determine the jurisdiction of (00-) operator**
11 **traffic based on the end-to-end points of the call and not the routing of the**
12 **traffic. Once the jurisdiction of the call, as interactively directed by the**
13 **consumer with the Sprint integrated operator platform, is determined, Sprint**
14 **will compensate BellSouth accordingly by paying access for access calls and**
15 **local interconnection rates for local calls. In the alternative, Sprint requests**
16 **the ability to route all (00-) traffic over local interconnection trunks, some of**
17 **which may be determined to be access traffic, and which then will be billed**
18 **according to BellSouth's access tariff.**

19

20 **Q. Mr. Ruscilli at page 35 of his testimony lines 8-10 states what BellSouth**
21 **is requesting of the Authority regarding Issue No. 9(a) which relates to**
22 **the routing of multi-jurisdictional traffic over any trunk group. In his**
23 **response Mr. Ruscilli states "BellSouth asks that the Authority approve**
24 **BellSouth's proposed language on this issue, requiring Sprint to bear**

1 **the costs necessary to provide for what they are asking.” Please**
2 **comment.**

3 A. BellSouth witness Milner in his rebuttal testimony presented BellSouth’s
4 interpretation of the cost required to implement the routing of multi-
5 jurisdictional traffic over any trunk group, Issue No. 9 (a). Mr. Ruscilli’s
6 testimony covers Issue No. 9 (b), routing 00- traffic over access trunks. The
7 routing of 00- traffic over access trunks would not cause additional costs to
8 BellSouth to implement this request.

9
10 **Q. Mr. Ruscilli admits at page 36 of his testimony that BellSouth is not**
11 **certain of all Sprint’s plans through the 00- service offering, but states**
12 **”...Sprint is considering using this as a voice mail platform for both**
13 **wireline and wireless customers.” Please clarify what service offerings**
14 **Sprint intends to offer through this 00- access.**

15 A. The 00- service offering Sprint is intending to offer contingent upon the
16 Authority’s resolution of this Issue is not a voice mail platform, as BellSouth
17 believes. BellSouth continues to mischaracterize Sprint’s intention regarding
18 the routing of 00- traffic over local interconnection trunks. Sprint has
19 communicated to BellSouth on several occasions that the 00- flexibility that
20 Sprint seeks is not intended for voice-mail offerings. The 00- product Sprint
21 intends to offer is an innovative new product that will allow local users to
22 make and complete local calls by way of interfacing with the Sprint integrated
23 operator service platform, such that, on a call-by-call basis, a local BellSouth
24 customer can complete a call across the street to another BellSouth customer,
25 or any other customer, by way of a voice-activated dialing feature. The

1 proposed Sprint 00- service offering is a new, innovative way of doing
2 business; therefore, Sprint is asking BellSouth to preserve the jurisdiction of
3 the call as it is passed from the originating network to the operator platform to
4 receive additional voice or tone commands from the end user. Sprint will
5 ensure that BellSouth is accurately compensated for the various types of
6 traffic on the combined trunk group.

7
8 **Q. On page 36, lines 20-25 of his testimony, Mr. Ruscilli expresses**
9 **BellSouth's concerns on the jurisdiction of the 00- calls for**
10 **compensation purposes. Please comment.**

11 A. I believe that Mr. Ruscilli is implying that Sprint would mask the 00- traffic and
12 pay local interconnection for access minutes. Sprint has assured BellSouth
13 on many occasions that our intent is to accurately compensate BellSouth for
14 the 00- calls based on the Percent of Local Usage Factor ("PLU"). This factor
15 is not new to the telecommunications industry; in fact, it is widely used by both
16 CLECs and ILECs. Essentially, Sprint requests that the jurisdiction of the
17 operator traffic be based on the end-to-end points of the call and not the
18 routing. Sprint requests to pay local interconnection rates for traffic that goes
19 over an access line that terminates in the local calling area. If the call
20 terminates in a distant location, Sprint is proposing to pay access rates.

21
22 **Q. What action does Sprint request that the TRA take on Issue No.9?**

23 A. Sprint requests that the TRA grant Sprint the flexibility to interconnect its
24 network with BellSouth's network based on technical feasibility, in order to
25 preserve the efficiencies Sprint has built into its all distance network.

1 Specifically, Sprint would like the TRA to grant Sprint the flexibility to route
2 multi-jurisdictional traffic over new and existing access and interconnection
3 trunk groups. In addition, Sprint will continue to work diligently with BellSouth
4 on implementation issues in order to alleviate BellSouth's concerns regarding
5 the complexity of this request.

6

7 **Issue No. 43 BellSouth's Provision of Two-Way and Supergroup Trunks**
8 **to Sprint, and Use of Two-Way Trunks for BellSouth's Originated Traffic.**

9

10 **Q. Please describe the issue for which Sprint seeks arbitration by this**
11 **Authority.**

12

13 A. The issue is whether BellSouth is obligated to provide two-way
14 interconnection trunking to Sprint upon request, or whether the provision of
15 such trunking is predicated on the parties mutually agreeing to the use of
16 such trunking arrangements. Additionally, when two-way interconnection
17 trunks are provided, should BellSouth be required to use those trunks for its
18 originated traffic?

19

20 **Q. What is Sprint's position on this issue?**

21 A. Sprint desires to combine as much traffic as economically justified on a
22 common trunk group. Trunks can be one-way or two-way. Various types of
23 traffic warrant different trunking schemes. The FCC recognized the benefits
24 of two-way trunking by ordering ILECs to make it available upon a CLEC's
25 request (*First Report and Order*, CC Docket 96-98 (issued August 8, 1996))

1 ("Local Competition Order") at Paragraph 219). Therefore, BellSouth should
2 provide two-way interconnection trunking upon Sprint's request subject only to
3 technical feasibility. Moreover, BellSouth should be obligated to use two-way
4 trunks, when provided, for BellSouth's originated traffic. Sprint is requesting
5 the flexibility to use either one-way or two-way trunking or a combination of
6 trunking arrangements for certain traffic types as specified by Sprint.

7

8 **Q. What is BellSouth's position with respect to two-way trunks?**

9 A. Mr. Ruscilli on page 63, lines 19-22, of his testimony states "BellSouth is only
10 obligated to provide and use two-way local interconnection trunks where
11 traffic volumes are too low to justify one-way trunks. In all other instances,
12 BellSouth is able to use one-way trunks for its traffic if it so chooses.
13 (emphasis in original)" Mr. Ruscilli further asserts that "BellSouth is not
14 opposed to the use of two-way trunks where it makes sense, and the
15 provisioning arrangements and location of the Point of Interconnection can be
16 mutually agreed upon."

17

18 **Q. Does Sprint agree with BellSouth's position?**

19 A. Sprint does not agree with BellSouth's position. First, BellSouth has
20 mischaracterized their obligation to provide two-way trunking. BellSouth's
21 obligation to provide two-way trunking is clearly outlined in Paragraph 219 of
22 the Local Competition Order. The paragraph reads as follows:

23

24 *We identify below specific terms and conditions for*
25 *Interconnection in discussing physical or virtual*
26 *Collocation (i.e., two methods of interconnection).*
27 *We conclude here, however, that where a carrier*

1 *requesting interconnection pursuant to section 251(c)(2)*
2 *does not carry a sufficient amount of traffic to justify*
3 *separate one-way trunks, an incumbent LEC must*
4 *accommodate two-way trunking upon request where*
5 *technically feasible. Refusing to provide two-way*
6 *trunking would raise costs for new entrants and create*
7 *a barrier to entry. Thus, we conclude that if two-way*
8 *trunking is technically feasible, it would not be just,*
9 *reasonable, and nondiscriminatory for the incumbent*
10 *LEC to refuse to provide it.*

11
12 Paragraph 219 does not refer to BellSouth as the carrier lacking sufficient
13 traffic volumes to justify one-way trunks. The quote from paragraph 219
14 refers to the instance "where a carrier requesting interconnection pursuant to
15 section 251 (c)(2)" (i.e., the CLEC - Sprint) does not have sufficient traffic
16 volumes to warrant separate one-way trunks. To state it another way,
17 Paragraph 219 permits the CLEC, not BellSouth, to request one-way trunks if
18 the CLEC's traffic warrants one-way trunks. If the CLEC does not have the
19 traffic volumes to justify separate one-way trunks, then BellSouth is obligated
20 to provide two-way trunks upon request by the CLEC.

21
22 Secondly, BellSouth's position that it can use one-way trunks in lieu of two-
23 way trunking as requested by Sprint should be rejected because the FCC
24 requires ILECs to provide two-way trunks if requested by a new entrant. 47
25 CFR 51.305(f) states, "If technically feasible, an incumbent LEC shall provide
26 two-way trunking upon request." It is apparent that nothing in this rule
27 supports BellSouth's position to use one-way trunking for its traffic if a CLEC
28 such as Sprint requests two-way trunking. Nothing in this language indicates
29 that BellSouth has the right to determine if the use of two-way trunks makes

1 sense, nor does it state the provisioning arrangements and location of the
2 Point of Interconnection must be mutually agreed upon.
3

4 Although at first glance, BellSouth's testimony gives the impression that
5 BellSouth supports the utilization of two-way trunks, further investigation
6 reveals that BellSouth believes that it may dictate when this arrangement
7 "makes sense." It is clear that the federal regulations require BellSouth to
8 provide two-way trunking upon request if technically feasible, and BellSouth
9 has not presented any compelling evidence supporting why this arrangement
10 is not technically feasible. Further, as I stated in my Direct Testimony, if
11 BellSouth refuses to use the two-way trunks, the trunks will no longer be
12 functioning as two-way trunks. Two-way trunking is efficient in that it
13 minimizes the number of trunk ports needed for interconnection
14

15 **Q. On page 64, of his testimony, Mr. Ruscilli claims that two-way trunks are**
16 **not always the most efficient. Please comment.**

17 **A.** Actually, two-way trunks are generally more efficient than one-way trunks and
18 one-way trunks may be equal, but not more efficient than two-way trunks. In
19 other words, the total call-carrying capacity of two one-way trunk groups (i.e.,
20 one in each direction) is less than the call carrying capacity of a single two-
21 way trunk group with the same total number of trunks. For example, two one-
22 way groups of 24 trunks each can carry less traffic than a single two-way
23 trunk group of 48 trunks. The call carrying capacity of a trunk group is based
24 on the probability that every trunk in the group will be needed at the same
25 time. A two-way trunk group provides the maximum flexibility to carry a call

1 placed in either direction. Splitting a two-way trunk group of a particular size
2 into two one-way trunk groups, one in each direction, causes some loss of
3 that flexibility, and hence loss of efficiency (i.e., call-carrying capacity) of the
4 total number of trunks and creates a penalty in the number of switch ports for
5 both carriers. While the costs for switch ports may be minimal for a large
6 carrier such as BellSouth, they are very expensive for CLECs and should be
7 considered as a barrier to entry.

8

9 **Q. Does this conclude your Rebuttal Testimony?**

10 **A.** Yes, it does.

11

12

13